

B

THE INSTRUMENT

This Indenture Made the 28th

day of August

in the year of our Lord one thousand nine

hundred and ninety-eight (1998) Between

RAGM SETTLEMENT CORP., a Pennsylvania corporation



(hereinafter called the Grantor), of the one part, and
LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited
partnership

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of
Nine Hundred Ninety-four Thousand Six Hundred Thirty-five lawful
and 53/100 Dollars (\$994,635.53) money of the United States of America, unto it well and truly paid by the said
Grantee at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and
confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and
confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN tract of land located in Upper Merion Township,
Montgomery County, Pennsylvania, located in Renaissance at Gulph
Mills and presently designated as Lots 4 through 13 and Lots 45
through 60, and that unbuilt portion of Renaissance Boulevard
extending from the intersection of Renaissance and Horizon Boule-
vards, westwardly, to the westernmost property line of Lot 60,
all as more fully described on Exhibit "A" attached hereto.

BEING _____ Montgomery County Assessment Parcel Number
58-00-18603-00-5.

CONTAINING 44.475 acres.

UNDER AND SUBJECT to those matters specifically set forth on
Exhibit "B" attached hereto.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-18603-00-5 UPPER MERION
SWEDELAND RD
RAGM SETTLEMENT CORP
B 054A U 008 L 2213 DATE: 10/19/98

See

10/05/98
EQ

REALTY TRANS TAX PAID
STATE 5,431.23
LOCAL 45,431.23
PER 102

DB5247PG0639

501
21.05
21.05
501
501
150

08 NOV -2 PM 12:36

Grantor is the "Developer" pursuant to a document entitled "Protective Covenants for Renaissance at Gulph Mills" (the Declaration") which is recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania in Deed Book 5023, Page 2017, as amended, and to which title to the premises is subject. In its capacity as Developer under the Declaration, Grantor hereby agrees and confirms as follows:

1. The Declaration confers upon Developer and its successors and assigns certain rights to repurchase the premises (in Section IV.K.1) and certain rights of first refusal (in Section IV.K.2). Grantor, on behalf of itself, its successors and assigns, hereby releases and waives any such rights to repurchase the premises and rights of first refusal relating to the premises in favor of Grantee.

2. Developer, for itself and its successors and assigns, hereby waives any right which it has or may have to enter a judgment by confession against Grantee, its successors and assigns; and agrees that neither Grantee nor its successors or assigns shall have any obligation to execute and deliver to Grantor or its successors or assigns any warrant of attorney to confess judgment; notwithstanding any provision of the Declaration to the contrary.

#21339

U. MERION TWP.
STATE STAMP

45431.24
45431.24
90861.46
45431.24
45431.24

TOTAL

CHECK

CHECK

ITEM 2

11-02-98 MON #1

CASH-11 4994 17:46 n

DB5247PG0640

LIBERTY "A"

DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP
YELLOW PARCEL, 44.475 ACRES
RENAISSANCE AT GULPH MILLS
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

LEGAL DESCRIPTION

ALL THAT CERTAIN parcel of land situate in Upper Merion Township, Montgomery County, Pennsylvania being bounded and described according to a survey and plan thereof entitled ALTA/ACSM Land Title Survey for Liberty Property Limited Partnership dated August 25, 1957 by Chester Valley Engineers, Inc., Paoli, Pa., and being more fully described as follows:

BEGINNING at a point on the Southwesterly right of way line of Renaissance Boulevard, variable width, a corner in common of these and lands now or late of Out Parcels, Inc.; thence from the point of beginning along said lands, the following two (2) courses and distances: (1) leaving said right of way line South 47 degrees 28 minutes 00 seconds West 320.58 feet and (2) South 12 degrees 18 minutes 00 seconds East 230.05 feet to a corner of lands now or late of the Gulph Mills Golf Club; thence along said lands the following two (2) courses and distances: (1) North 87 degrees 27 minutes 33 seconds West 283.68 feet and (2) South 84 degrees 44 minutes 04 seconds West 443.68 feet to a corner of lands now or late of Crater Resources, Inc.; thence along said lands the following three (3) courses and distances: (1) North 05 degrees 15 minutes 56 seconds West 150.00 feet; (2) North 73 degrees 35 minutes 00 seconds West 676.74 feet and (3) South 79 degrees 55 minutes 55 seconds West 295.81 feet to a corner of other lands now or late of Crater Resources, Inc.; thence along said lands, crossing the right of way of the aforesaid Renaissance Boulevard (here unopened), North 22 degrees 02 minutes 49 seconds West 421.53 feet to a point on line of Lot #10; thence along the Northerly right of way line of said Renaissance Boulevard the following three (3) courses and distances: (1) South 75 degrees 15 minutes 00 seconds West 351.09 feet to a point of curvature; (2) along a curve to the left having a radius of 1,121.68 feet an arc length of 55.39 feet and a chord bearing South 69 degrees 13 minutes 00 seconds West 254.92 feet to a point of tangency; (3) South 63 degrees 11 minutes 00 seconds West 369.15 feet to a corner of other lands now or late of Out Parcels, Inc.; thence leaving said right of way line along said lands North 22 degrees 02 minutes 49 seconds West 360.50 feet to a point on line of Copper Mill Station; thence along Copper Mill Station, along lands now or late of RAGM Settlement Corp., North 67 degrees 57 minutes 11 seconds East 1510.00 feet; thence continuing along said lands of RAGM Settlement Corp., the following five (5) courses and distances: (1) South 2 degrees 37 minutes 00 seconds East 309.99 feet to a point of curvature; (2) along a curve to the right having a radius of 25.00 feet an arc length of 34.67 feet and a chord bearing South 17 degrees 06 minutes 30 seconds West 31.96 feet to a point of cusp on the Northerly right of way line of the aforesaid Renaissance Boulevard; (3) along said right of way line North 56 degrees 50 minutes 00 seconds East 138.95 feet to a point of curvature; (4) continuing along said right of way line along a curve to the right having a radius of 708.57 feet an arc length of 377.19 feet and a chord bearing North 72 degrees 03 minutes 00 seconds East 372.75 feet to a point of tangency; (5) continuing along said right of way line North 87 degrees 20 minutes 00 seconds East 204.64 feet; thence crossing the right of way of Renaissance Boulevard South 02 degrees 40 minutes 00 seconds East 60.00 feet to a point on the Southerly

DB5247PG0641

right of way line thereof; thence along said right of way line the following six (6) courses and distances: (1) North 87 degrees 20 minutes 00 seconds East 28.15 feet to a point of curvature; (2) along a curve to the right having a radius of 739.84 feet an arc length of 233.10 feet and a chord bearing South 83 degrees 38 minutes 26 seconds East 232.14 feet to a point of compound curvature; (3) along a curve to the right having a radius of 699.91 feet an arc length of 506.32 feet and a chord bearing South 53 degrees 53 minutes 27 seconds East 495.35 feet to a point of tangency; (4) South 33 degrees 10 minutes 00 seconds East 151.10 feet to a point of curvature; (5) along a curve to the left having a radius of 347.94 feet an arc length of 197.87 feet and a chord bearing South 49 degrees 27 minutes 30 seconds East 195.21 feet to a point of tangency and (6) South 65 degrees 45 minutes 00 seconds East 15.28 feet to the point of beginning.

CONTAINING 44.475 acres of land, be the same, more or less.

BEING ASSESSMENT PARCEL NUMBER: 58-00-18603-00-5.

BEING part of the same premises which Swedeland Road Corporation, a Pennsylvania Corporation by Deed dated October 30, 1992 and recorded in Montgomery County, in Deed Book 5023 page 2104 conveyed unto RAGM Settlement Corp., a Pennsylvania Corporation, in fee..

BEING part of the same premises which Swedeland Road Corporation, a Pennsylvania Corporation by Deed of Confirmation dated October 30, 1992 and recorded in Montgomery County, in Deed Book 5058 page 2017 conveyed unto RAGM Settlement Corporation, a Pennsylvania Corporation, in fee.

DB5247PG0642

EXHIBIT "B"
DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP
YELLOW PARCEL, 44.475 ACRES
RENAISSANCE AT GULPH MILLS
UPPER MERION TOWNSHIP
MONTRGOMERY COUNTY, PENNSYLVANIA

LIST OF TITLE EXCEPTIONS

1. Rights granted to Philadelphia Electric Company in Deed Book 4736, Page 1186. (This title objection is acceptable to Grantee based upon Grantor's representation to Grantee that neither Swedeland Road Corporation nor Grantor ever approved plans and specifications for the installation of facilities on the Property pursuant to the aforesaid easement document, and that Grantor knows of no such facility being located on the Property.)
2. Rights granted to Bell Telephone Company in Deed Book 4742, Page 530 and Deed Book 4982, Page 1151.
3. Rights granted to Philadelphia Suburban Water Co. in Deed Book 4736, Page 2345.
4. Declaration of Protective Covenants for Renaissance at Gulph Mills, dated October 30, 1982, and recorded in Deed Book 5023, Page 2017, and Declaration of Assignment thereof in Deed Book 5065, Page 845 and First Amendment to Protective Covenants for Renaissance at Gulph Mills dated November 30, 1995, and recorded May 15, 1996 in Deed Book 5147, Page 2149.
5. Conditions disclosed by survey made by Hopkins & Scott, Inc. dated February 5, 1980, last revised March 13, 1980, and recorded in Plan Book A44, Page 10: -

Requirement of building set back lines; 8 inch proposed sanitary sewer; and notes.
6. Conditions disclosed by survey made by Hopkins & Scott, Inc. dated May 19, 1982, last revised June 30, 1982, and recorded in Plan Book A44, Page 248: -

Requirement of building set back lines.
7. Conditions disclosed by survey made by Hopkins & Scott, Inc. dated May 19, 1982, last revised December 24, 1984, and recorded in Plan Book A46, Page 195: -

Building set back lines.

DB5247PG0643

8. That certain Mortgage made by Swedeland Road Corporation, a Pennsylvania corporation, in favor of Mellon Bank (East) N.A. in the original principal amount of \$13,100,000.00 dated May 21, 1986, recorded May 22, 1986 in Mortgage Book 5958, Page 1222; which Mortgage is the subject of a Subordination Agreement dated February 16, 1988 subordinating such Mortgage to a modified and restated easement in favor of Philadelphia Electric Company, said Subordination Agreement being recorded on September 13, 1988 in Mortgage Book 6347, Page 700; which Mortgage is also the subject of a Mortgage Modification Agreement between Swedeland Road Corporation, RAGM Settlement Corp., and Mellon Bank (East) N.A., dated October 31, 1992, recorded November 6, 1992 in Mortgage Book 7005, Page 1301; and which Mortgage was subsequently assigned to Nutt Holdings L.P., a Pennsylvania limited partnership by Assignment of Recorded Security Documents made by Mellon Bank, N.A. dated December 11, 1997, and recorded December 16, 1997 in Deed Book 5210, Page 791. The outstanding balance of the indebtedness secured by such Mortgage as of the date hereof is \$3,548,487.75.

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever, under and subject as aforesaid.

And the said Grantor

does by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it the said Grantor


and its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor and its

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, Shall and Will UNDER AND SUBJECT AS AFORESAID WARRANT and forever DEFEND.

In Witness Whereof, the said party of the first part to these presents has hereunto set its hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

RAGM SETTLEMENT CORP.

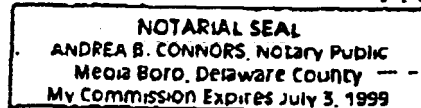
By: 

H. Donald Pasquale, President

DB5247PG0645

On this, the 28th day of August 19 98 before me, a notary public
in and for the Commonwealth of Pennsylvania, the undersigned officer,
personally appeared H. DONALD PASQUALE
who acknowledged himself to be the President of RAGM SETTLEMENT CORP.
a corporation, and that he as such President, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
Title of Officer

Deed

RAGM SETTLEMENT CORP.

to

LIBERTY PROPERTY LIMITED
PARTNERSHIP

Premises:
44.475 acres
Renaissance Boulevard
Renaissance at Gulph Mills
Upper Merion Township
Montgomery County, Pennsylvania

No. 133 P
Tee & Lohene Co.,
Philadelphia
Noah D. Cutler, Esquire
Cutler, Clemm & Morris, P.C.
527 Plymouth Road, Suite 416
Plymouth Meeting, PA 19462

P 51901



Angeline B. K. [Signature]

The residence of the within-named Grantee is
c/o Liberty Property Trust
65 Valley Stream Parkway
Malvern, PA 19355

On behalf of said Grantee

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX
STATEMENT OF VALUE

See Reverse for Instructions

State Tax Paid	45,431.23
Book Number	5247
Page Number	639
Date Recorded	11/2/98

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name	Noah D. Cutler, Esq.	Telephone Number	Area Code (610) 825-0500
Street Address	527 Plymouth Road, Ste 416	City	Plymouth Meeting PA 19462

B TRANSFER DATA

Grantor(s)/Lessor(s)	RAGM Settlement Corp	Date of Acceptance of Document	
Grantee(s)/Lessee(s)	Liberty Property Limited Partnership	Street Address	65 Valley Stream Parkway
Street Address	1004 W. 9th Avenue	City	Malvern PA 19355
City	King of Prussia PA 19406	State	PA 19355

C PROPERTY LOCATION

Street Address	Renaissance Boulevard	City, Township, Borough	Upper Merion Township
County	Montgomery County	School District	Upper Merion School District
		Tax Parcel Number	58-00-18602-00-5

D VALUATION DATA

1. Actual Cash Consideration	\$994,653.53	2. Other Consideration	balance of mortgage taken subject to	3. Total Consideration	\$4,543,123.28
4. County Assessed Value	\$6,709,190.00	5. Common Level Ratio Factor	X 1	6. Fair Market Value	= \$6,709,190.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed	0	1b. Percentage of Interest Conveyed	100%
---------------------------------	---	-------------------------------------	------

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) (Enter File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$
- ☐ Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagee to a holder of a mortgage in default. Mortgage Book Number Page Number
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) Paying transfer tax on total consideration which is cash of 994,635.53 and balance of mortgage taken subject to of 53,548,487.75

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
	98

C

This Indenture Made the 19th

day of December

in the year of our Lord one thousand nine

hundred and ninety-seven (1997)

Between

RAGM SETTLEMENT CORP., a Pennsylvania corporation

TAX
IT

(hereinafter called the Grantor), of the one part, and
LIBERTY PROPERTY LIMITED PARTNERSHIP, A Pennsylvania limited
partnership

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of
Two Million Sixty-three Thousand Five Hundred Forty-eight and 41/100 Dollars lawful
(\$2,063,548.41) money of the United States of America, unto it well and truly paid by the said
Grantee at and before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and
confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and
confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN tract of land located in Upper Merion Township,
Montgomery County, Pennsylvania, located in Renaissance at Gulph
Mills and presently designated as Lots 14 through 29 inclusive
plus a certain unopened cul-de-sac street sometimes known as
University Court (which is not required to be built or opened)
as more fully described on Exhibit "A" attached hereto.

BEING a part of Montgomery County Assessment Parcel Number
58-00-18603-00-5.

UNDER AND SUBJECT to those matters specifically set forth on
Exhibit "B" attached hereto.

REALTY TRANS. TAX PAID
STATE 20635.48
LOCAL 20635.48
PER [Signature]

12/22/97
E.P.

Grantor is the "Developer" pursuant to a document entitled "Protective Covenants for Renaissance at Gulph Mills" (the "Declaration") which is recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania in Deed Book 5023, Page 2017, as amended, and to which title to the premises is subject. In its capacity as Developer under the Declaration, Grantor hereby agrees and confirms as follows:

1. The Declaration confers upon Developer and its successors and assigns certain rights to repurchase the premises (in Section IV.K.1) and certain rights of first refusal (in Section IV.K.2). Grantor, on behalf of itself, its successors and assigns, hereby releases and waives any such rights to repurchase the premises and rights of first refusal relating to the premises in favor of Grantee.

2. Developer, for itself and its successors and assigns, hereby waives any right which it has or may have to enter a judgment by confession against Grantee, its successors or assigns; and agrees that neither Grantee nor its successors or assigns shall have any obligation to execute and deliver to Grantor or its successors or assigns any warrant of attorney to confess judgment; notwithstanding any provision of the Declaration to the contrary.

3. That portion of the premises which is contained within the right-of-way of University Court (unopened) shall not be required to be built and is not and shall not become a Common Area under the Declaration.

DB5211PG2007

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever, under and subject as aforesaid.

#22839	
U. MERION TWP.	20635.48
STATE STAMP	20635.48
TOTAL	41270.96
CHECK	20635.48
CHECK	20635.48

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-18603-00-5 UPPER MERION
SWEDELAND RD
RAGM SETTLEMENT CORP
B 054A U 008 L

ITEM 2
12-30-97 TUE #1

CASH-11 5566 14 12 PM

2313 DATE: 12/30/97

And the said Grantor

does by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it the said Grantor

and its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor and its

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them, or any of them, Shall and Will UNDER AND SUBJECT AS AFORESAID.

WARRANT and forever **DEFEND**.

In Witness Whereof, the said party of the first part to these presents has hereunto set its hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

RAGM SETTLEMENT CORP.

By:

H. Donald Pasquale, President

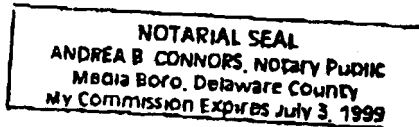
085211PG2008

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS.

On this, the 19th day of December 1997, before me, a notary public
in and for the Commonwealth of Pennsylvania, the undersigned officer,
personally appeared H. DONALD PASQUALE
who acknowledged himself to be the President of RAGM SETTLEMENT CORP.,
a corporation, and that he as such President, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

Title of Officer

Deed

RAGM SETTLEMENT CORP.

to

LIBERTY PROPERTY LIMITED
PARTNERSHIP

Premises:

20.966 acres
Horizon Boulevard and
Renaissance Boulevard
Renaissance at Gulph Mills
Upper Merion Township
Montgomery County, Pennsylvania

No. 333-P

700 & Lanken Co.,

Philadelphia

Noah D. Cutler, Esquire
Cutler, Clemm & Morris, P.C.
527 Plymouth Road Suite 416
Plymouth Meeting, PA 19462

P 51901

The residence of the within-named Grantee is
c/o Liberty Property Trust
65 Valley Stream Parkway
Malvern, PA 19355

On behalf of said Grantee

05211PG2009

EXHIBIT "A"
DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP
LOTS 14 THROUGH 29
RENAISSANCE AT GULPH MILLS
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel of land situate in Upper Merion Township, Montgomery County, Pennsylvania, being bounded and described according to a survey and plan thereof entitled ALTA/ACSM Land Title Survey for Liberty Property Limited Partnership dated April 16, 1997 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows:

BEGINNING at a point on the northerly right-of-way line of Renaissance Boulevard, 60 feet wide, a corner of Lot 13, a point of curvature of a radius return curve forming the intersection of said right-of-way line with the westerly right-of-way line of University Court (unopened); thence from the point of beginning, along Lot 13, the following three (3) courses and distances: (1) leaving the northerly right-of-way line of Renaissance Boulevard, along a curve to the left having a radius of 25.00 feet, an arc length of 34.67 feet, and a chord bearing North 17 degrees 06 minutes 30 seconds East 31.96 feet to a point of tangency; (2) North 22 degrees 37 minutes 00 seconds West 309.99 feet; (3) also along Lot 12, South 67 degrees 57 minutes 11 seconds West 350.00 feet to a corner of lands now or late of Copper Mill Station Homeowners' Association; thence along said lands, along lands now or late of Mary Janoski, North 22 degrees 37 minutes 05 seconds West 583.33 feet to a point on line of lands now or late of Atlantic Engineers and Constructors, Inc.; thence along said lands, along lands now or late of Liberty Property Limited Partnership, North 67 degrees 20 minutes 00 seconds East 1,077.93 feet; thence along said lands of Liberty Property Limited Partnership, South 73 degrees 26 minutes 10 seconds East 153.19 feet to a point on the northwesterly right-of-way line of Horizon Boulevard, 60 feet wide; thence along said right-of-way line, the following six (6) courses and distances: (1) South 06 degrees 33 minutes 00 seconds West 118.12 feet to a point of curvature; (2) along a curve to the left having a radius of 230.00 feet, an arc length of 117.08 feet, and a chord bearing South 08 degrees 02 minutes 00 seconds East 115.82 feet to a point of tangency; (3) South 22 degrees 37 minutes 00 seconds East 476.46 feet to a point of curvature; (4) along a curve to the right having a radius of 385.11 feet, an arc length of 146.64 feet, and a chord bearing South 11 degrees 42 minutes 30 seconds East 145.76 feet to a point of tangency; (5) South 00 degrees 48 minutes 00 seconds East 55.40 feet to a point of curvature; (6) along a curve to the right having a radius of 25.00 feet, an arc length of 38.46 feet, and a chord bearing South 43 degrees 16 minutes 00 seconds West 34.77 feet to a point of tangency on the northerly right-of-way line of

Renaissance Boulevard, aforesaid; thence along said right-of-way line, the following three (3) courses and distances: (1) South 87 degrees 20 minutes 00 seconds West 204.64 feet to a point of curvature; (2) along a curve to the left having a radius of 708.57 feet, an arc length of 377.19 feet, and a chord bearing South 72 degrees 05 minutes 00 seconds West 372.75 feet to a point of tangency; (3) South 56 degrees 50 minutes 00 seconds West 138.95 feet to the point of beginning.

CONTAINING 20.966 acres of land, be the same, more or less.

DB5211PG2011

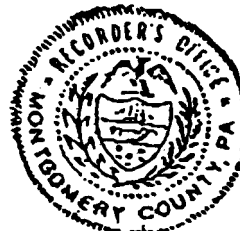
EXHIBIT "B"
DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP
LOTS 14 THROUGH 29
RENAISSANCE AT GULPH MILLS
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

LIST OF TITLE EXCEPTIONS

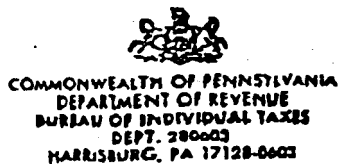
1. Rights granted to Philadelphia Electric Company in Deed Book 4736, Page 1186. *
2. Rights granted to Bell Telephone Company in Deed Book 4742, Page 530 and Deed Book 4982, Page 1151. **
3. Rights granted to Philadelphia Suburban Water Co. in Deed Book 4736, Page 2345 and Deed Book 4900, Page 1352.
4. Reciprocal Easement Agreement recorded in Deed Book 5113, Page 226, and Amendment thereto in Deed Book 5166, Page 2372.
5. Declaration of Protective Covenants for Renaissance at Gulph Mills, dated October 20, 1992 and recorded in Deed Book 5023, Page 2017 and Declaration of Assignment thereof in Deed Book 5065, Page 845 and First Amendment to Protective Covenants for Renaissance at Gulph Mills dated November 30, 1995 recorded May 15, 1996 in Deed Book 5147, Page 2149.

* This easement in favor of PECO is acceptable based upon Grantor's representation that no plans for facilities on the Real Property have been approved by Grantor or its predecessors in title, and, to the best of Grantor's knowledge, no PECO facilities exist on the Premises.

** These easements in favor of Bell Telephone Company are acceptable based upon Grantor's representation that no plans for facilities on the Premises have been approved by Grantor or its predecessors in title, and, to the best of Grantor's knowledge, no Bell Telephone facilities exist on the Premises.



Margaret B. [Signature]



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid 20,635.48
 Book Number 5211
 Page Number 2006
 Date Recorded 12-30-97

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name Noah D. Cutler, Esquire Telephone Number Area Code 610 1 825-0500
 Street Address 527 Plymouth Road, Suite 416 City Plymouth Meeting State PA Zip Code 19468

B TRANSFER DATA

Grantor(s)/Lessor(s) RAGM Settlement Corp. Date of Acceptance of Document Liberry Property Limited Partnership
 Street Address 1004 W. Ninth Avenue, Continental Plaza Street Address 65 Valley Stream Parkway
 City King of Prussia State PA Zip Code 19406 City Malvern State PA Zip Code 19355

C PROPERTY LOCATION

Street Address Easement only City, Township, Borough Upper Merion Township
Lot 13 Renaissance at Gulph Mills
 County Montgomery School District Upper District Tax Parcel Number Part of 58-00-18603-00-5

D VALUATION DATA

1. Actual Cash Consideration -0- 2. Other Consideration + -0- 3. Total Consideration = -0-
 4. County Assessed Value Easement only-not assessed 5. Common Level Ratio Factor x 18.87 6. Fair Market Value = -0-

E EXEMPTION DATA

1a. Amount of Exemption Claimed _____ 1b. Percentage of Interest Conveyed _____

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/slaw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagee to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.) _____

NO VALUE - paying transfer tax on overall ~~value~~ piece
which includes easement

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party [Signature] Date December 19, 1997

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

D

STATE TAX
AFFIDAVIT
FILED

This Indenture Made the 29th

day of April in the year of our Lord one thousand nine

hundred and ninety-six (1996) **Between**

RAGM SETTLEMENT CORP., a Pennsylvania corporation

(hereinafter called the Grantor), of the one part, and

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of Thirty-seven Thousand Three Hundred Ninety-nine and 40/100 Dollars (\$37,399.40) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

ALL THAT CERTAIN parcel of land (the "Premises") located in Upper Merion Township, Montgomery County, Pennsylvania; which was formerly a portion of Lot 84 in the corporate park known as Renaissance at Gulph Mills and which, as a result of subdivision approval granted by Upper Merion Township on April 18, 1996, is now a portion of Lot 2 as shown on record plan Final Subdivision Plan 3000/3200 Horizon Boulevard for Liberty Property Trust prepared by Chester Valley Engineers, Inc. as its Project No. 13885, dated 1/3/96, last revised 3/21/96, and intended to be forthwith recorded.

The Premises are described by metes and bounds on Exhibit "A" attached hereto.

The aforesaid Lot 2 of which the Premises are now a part is described by metes and bounds on Exhibit "B" attached hereto, including the Premises as part thereof.

REALTY TRANS TAX PAID
STATE _____
LOCAL _____
POR _____

DB5148PG0235

007141

96 MAY 20 AM 8:30

1500
1700
1730
500

Grantor is the "Developer" pursuant to a document entitled "Protective Covenants for Renaissance at Gulph Mills" (the "Declaration") which is recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania in Deed Book 5023, Page 2017, and to which title to the Premises is subject. In its capacity as Developer under the Declaration, Grantor hereby agrees and confirms as follows:

1. That portion of the Premises which is contained within the right-of-way of the terminus of Feheley Drive, as shown on certain recorded plans (not built and never in use) is not and shall not become a Common Area under the Declaration.

2. The Declaration confers upon Developer and its successors and assigns certain rights to repurchase the Premises (in Section IV.K.1) and certain rights of first refusal (in Section IV.K.2). Grantor, on behalf of itself, its successors and assigns, hereby releases and waives any such rights to repurchase the Premises and rights of first refusal relating to the Premises in favor of Grantee.

3. Developer, for itself and its successors and assigns, hereby waives any right which it has or may have to enter a judgment by confession against Grantee, its successors or assigns; and agrees that neither Grantee nor its successors or assigns shall have any obligation to execute and deliver to Grantor or its successors or assigns any warrant of attorney to confess judgment; notwithstanding any provision of the Declaration to the contrary.

The Premises are being conveyed under and subject to the Declaration, except for those matters listed immediately above.

DB5148PG0236

EXHIBIT "A" TO DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP

Description of Premises Being Conveyed

BEGINNING at a point on a common line between lands now or late of RAGM Settlement Corp., and lands now or late of Gulph Mills Industrial Center, said beginning point being measured South 66 degrees 45 minutes 54 seconds West 576.95 feet along said common line from a point on the title line of Flint Hill Road (60 feet wide); thence from the point of beginning, along lands now or late of RAGM Settlement Corp., South 23 degrees 14 minutes 06 seconds East 50.00 feet to a point, a corner of Lots 83 and 84; thence along Lot 83, South 66 degrees 45 minutes 54 seconds West 280.00 feet to a point on the right-of-way line of the terminus of a cul-de-sac for Feheley Drive; thence along said right-of-way the two (2) following courses and distances: (1) along the arc of a circle curving to the left having a radius of 50 feet an arc length of 28.12 feet to a point of reverse curvature; (2) along the arc of a circle curving to the right having a radius of 50 feet an arc length of 32.17 feet to a point on line of lands now or late of Gulph Mills Industrial Center; thence along the same North 66 degrees 45 minutes 54 seconds East 312.00 feet to the point of beginning.

CONTAINING 0.340 acres of land, be the same, more or less.

BEING a portion of Montgomery County Parcel No. 58-00-07120-00-4.

BEING part of the same premises which Swedeland Road Corporation, a Pennsylvania corporation, by Deed of Confirmation dated October 30, 1992 and recorded in Montgomery County, in Deed Book 5058, Page 2017 conveyed unto RAGM Settlement Corp., a Pennsylvania corporation, in fee.

58-00-10973912 (w)

REGISTERED

DB5148PG0237

EXHIBIT "B" TO DEED FROM RAGM SETTLEMENT CORP. TO
LIBERTY PROPERTY LIMITED PARTNERSHIP

ALL THAT CERTAIN parcel of land situate in Upper Merion Township, Montgomery County, Pennsylvania, being shown as Lot 2 on Final Subdivision Plan, 3000/3200 Horizon Boulevard for Liberty Property Trust dated January 3, 1996, and being last revised March 21, 1996 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows:

BEGINNING at a point, a monument, on the Easterly right-of-way line of Horizon Boulevard (60 feet wide), being a common corner of the lot herein described and of land now or late of Swedeland Road Corporation (Block 54, Unit 51); thence, along said right-of-way line, North 22 degrees 37 minutes 00 seconds West 99.15 feet to a point, a common corner of the lot herein described and of Lot 1; thence, along said Lot 1, the following four (4) courses and distances: (1) leaving said right-of-way line, North 68 degrees 17 minutes 16 seconds East 687.89 feet; (2) North 77 degrees 45 minutes 16 seconds East 158.84 feet; (3) North 66 degrees 45 minutes 54 seconds East 185.99 feet; (4) North 23 degrees 14 minutes 06 seconds West 268.00 feet to a point on line of lands now or late of Rittenhouse Book Distributors; thence, along said lands, along lands now or late of Gulph Mills Industrial Center, North 66 degrees 45 minutes 54 seconds East 618.71 feet to a corner of Lot 3; thence, along Lot 3, South 23 degrees 14 minutes 06 seconds East 367.04 feet to a point on line of lands now or late of Swedeland Development Corp.; thence, along said lands, the following four (4) courses and distances: (1) South 68 degrees 17 minutes 16 seconds West 1000.72 feet; (2) North 65 degrees 18 minutes 00 seconds West 41.42 feet; (3) South 68 degrees 17 minutes 16 seconds West 595.77 feet to a point of curvature; (4) along a curve to the left having a radius of 25.00 feet, an arc length of 39.66 feet, and a chord bearing South 22 degrees 50 minutes 08 seconds West 35.63 feet to a monument, a point of cusp on the Easterly right-of-way line of Horizon Boulevard, aforesaid, being the point of beginning.

CONTAINING 6.969 acres of land, be the same, more or less.

BEING in part a portion of Montgomery County Parcel No. 58-00-07120-00-4; and in part a portion of Montgomery County Parcel No. 58-00-10973-80-4.

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water - courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever, under and subject as aforesaid.

5/2/96
E.P.

And the said Grantor

Does by these presents covenant, grant and agree to and with the said Grantee, its Successors and Assigns, that it the said Grantor

and its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor and its Successors

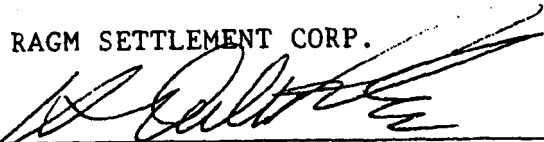
Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, him, her, them or any of them, Shall and Will UNDER AND SUBJECT AS AFORESAID, WARRANT and forever DEFEND.

In Witness Whereof, the said party of the first part to these presents has hereunto set its hand and seal. Dated the day and year

Sealed and Delivered
IN THE PRESENCE OF US:

RAGM SETTLEMENT CORP.

By:


H. Donald Pasquale, President

085148000000

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

} SS.

On this, the 29th day of April 1996, before me, a notary public
in and for the Commonwealth of Pennsylvania, the undersigned officer,
personally appeared H. DONALD PASQUALE
who acknowledged himself to be the President of RAGM Settlement Corp.
a corporation, and that he as such, being
authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
ANNETTE T. BASS, Notary Public
Upper Merion Twp., Montgomery Co., PA
My Commission Expires July 30, 1998

Annette T Bass

Notary Public

Title of Officer

Read

RAGM SETTLEMENT CORP.

to

LIBERTY PROPERTY LIMITED
PARTNERSHIP

No. 133-P
Yeo & Lukens Co., Philadelphia
Noah D. Cutler, Esquire
Cutler, Clemm & Morris, P.C.
527 Plymouth Road, Suite 416
Plymouth Meeting, PA 19462

P 51901



H. Donald Pasquale

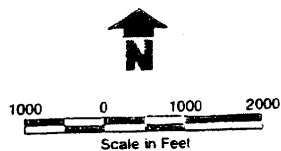
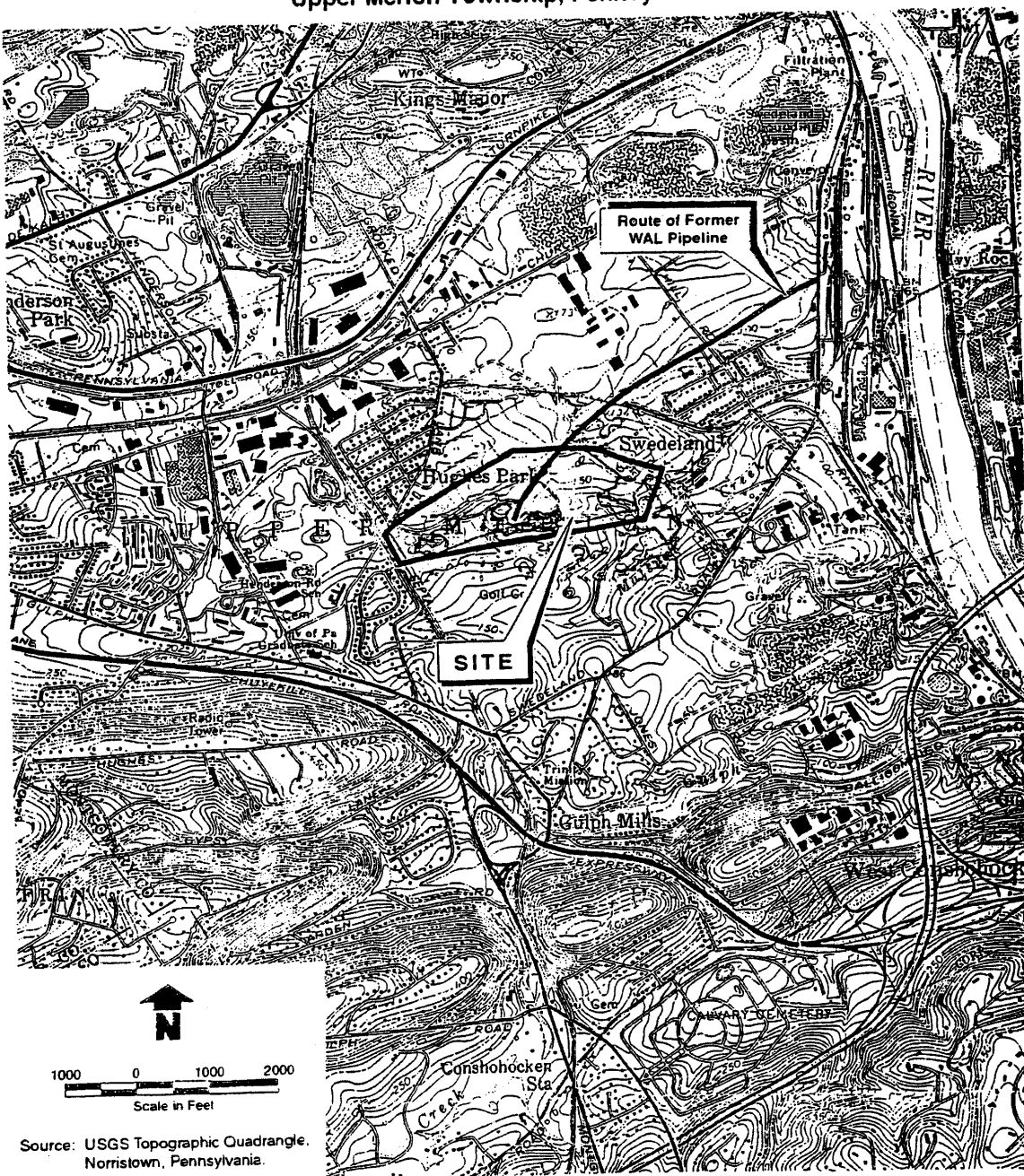
The residence of the within-named Grantee is
c/o Liberty Property Trust
65 Valley Stream Parkway
Malvern, PA 19355

On behalf of said Grantee

DB5148PG0240

E

Figure 1
Site Location Map
Crater Resources Site
Upper Merion Township, Pennsylvania



Source: USGS Topographic Quadrangle,
 Norristown, Pennsylvania.

F

In the Matter of the Crater Resources Superfund Site

Appendix F

**AGREEMENT AND CERTIFICATION OF SUCCESSORS
IN INTEREST AND/OR ASSIGNS**

In the Matter of the Crater Resources Superfund Site, Elan Drug Delivery, Inc., the undersigned party, enters into this Agreement and Certification of Successors In Interest and/or Assigns ("Agreement"), in order that the covenants not to sue and the protections provided to Successors in Interest and/or Assigns under the Consent Decree entered into between the U.S. Environmental Protection Agency ("EPA") and Liberty Property Limited Partnership and Liberty Property Trust, Docket No. _____ ("Consent Decree"), which are incorporated herein by reference, may be transferred to Elan Drug Delivery, Inc. Elan Drug Delivery, Inc. makes the following representations and agrees to comply with the provisions of the Consent Decree identified below:

Identity of Successor in Interest and/or Assign

NAME: Elan Drug Delivery, Inc.

ADDRESS: 3000 Horizon Drive, King of Prussia, PA

NAME OF
CONTACT: _____

TELEPHONE
NUMBER: _____

Agency Authorized to Accept Service on Behalf of Above-Signed Party:

NAME: _____

TITLE: _____

ADDRESS: _____

**Description of Activities of Successor
In Interest and/or Assign**

Nature of Interest in

the Property (e.g. owner, lessee):

Elan Drug Delivery, Inc., is currently a tenant, but plans to purchase 3000 Horizon Drive, King of Prussia, PA, (the "Property").

Description of Activities that Successor in Interest and/or Assign ("Successor") will conduct on the Property:

(Please attach additional paper if more space is needed.)

The Successor hereby states to EPA to the best of its knowledge and belief that:

1. It has leased the Property from Liberty Property Limited Partnership until the present time;
2. It has not possessed a fee simple interest in the Property prior to the execution of this Agreement;
3. It has used the leased Property during the period of its tenancy for pharmaceutical research and development;
4. It has not caused or contributed to a release or threat of a release of hazardous substances or pollutants or contaminants to, at, or from the Property or the Site; and
5. It has read the Consent Decree.

Obligations of Successor in Interest and/or Assign

The undersigned Successor hereby agrees to the following:

- a. With respect to Existing Contamination, as defined in the Consent Decree, the Successor agrees not to exacerbate any Existing Contamination and to exercise due care at the Property, or

the portion of the Property it will lease, own or otherwise have a possessory interest in;

b. With respect to Existing Contamination, the Successor agrees to comply with all applicable local, state, and federal laws and regulations;

c. The Successor acknowledges that it is purchasing Property where response actions may be required, and that the implementation of response actions at the Property may interfere with its use of the Property, and may require closure of its operations or a part thereof. With respect to the implementation of response actions, EPA will use reasonable efforts to avoid or minimize any interference with Successor's use of the Property;

d. The Successor agrees to cooperate fully with EPA in the implementation of response actions at the Site and not to interfere with such response actions;

e. The Successor agrees that in the event the Successor becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property, or the portion of the Property it owns, leases or otherwise has a possessory interest in, that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, it will immediately take all appropriate action as required by law to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release;

f. The Successor agrees to the terms and conditions of the Consent Decree set forth in Paragraphs 26, 29 and 30 of Section IX (Access and Institutional Controls), in Paragraphs 92, 93 and 94 of Section XXII (Covenants Not to Sue by Settling Defendants), Paragraphs 88 and 89 of Section XXI (Covenants Not to Sue by Plaintiff), Paragraph 97 of Section XXIII (Effect of Settlement; Contribution Protection), and Sections IV (Definitions) and XXVIII (Retention of Jurisdiction) of the Consent Decree;

g. The Covenants Not to Sue by United States in Paragraph 88 of Section XXI (Covenants not to Sue by Plaintiff) of the Consent Decree do not extend to any person other than a Successor which has executed this Agreement;

h. As provided in Paragraph 88 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree, in the event any representation or certification made and submitted by a Successor as part of this Agreement is materially inaccurate or incomplete, the Covenants Not to Sue by the United States in Paragraph 88 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree shall be null and void with respect to such Successor and the United States reserves all rights it may have against such Successor;

i. No modification shall be made to the terms of this Agreement without the express written consent of both EPA and the undersigned Successor;

j. The obligations imposed upon the undersigned Successor by this Agreement shall terminate at such time as Successor no longer holds any possessory interest in the Property or a portion thereof;

k. As provided by Paragraph 88 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree, the covenants not to sue shall take effect upon the receipt by EPA of this Agreement setting forth the certifications, representations, and agreements contained herein, which has been fully executed and certified by the Successor or its authorized corporate official or other representative; and

l. The covenants not to sue extended to a Successor in Interest and Assign by Paragraph 88 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree and this Agreement are subject to the Reservations of Right set forth in Paragraph 89 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree.

Certification

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. By my signature below, I acknowledge that I am fully authorized by the party represented to execute this agreement and to legally bind the Successor to the terms of this Agreement.

Name: _____

Title: _____

Date: _____

In the Matter of the Crater Resources Superfund Site

Appendix F

**AGREEMENT AND CERTIFICATION OF SUCCESSORS
IN INTEREST AND/OR ASSIGNS**

In the Matter of the Crater Resources Superfund Site, [insert party name], the undersigned party, enters into this Agreement and Certification of Successors In Interest and/or Assigns ("Agreement"), in order that the covenant not to sue and the protections provided to Successors In Interest or Assigns under the Consent Decree entered into between the U.S. Environmental Protection Agency ("EPA") and Liberty Property Limited Partnership and Liberty Property Trust, Docket No. ("Consent Decree"), which are incorporated herein by reference, may be transferred to [insert party name]. [insert party name] makes the following representations and agrees to comply with the provisions of the Consent Decree identified below:

Identity of Successor in Interest and/or Assign

NAME:

Name of Corporation, individual or other entity

ADDRESS:

NAME OF
CONTACT :

TELEPHONE
NUMBER:

Agency Authorized to Accept Service on Behalf of Above-signed party:

NAME:

TITLE:

ADDRESS:

**Description of Activities of Successor
In Interest and/or Assign**

Nature of Interest in
the Property (e.g. owner, lessee): _____

Description of Activities that Successor in Interest and/or Assign will conduct on the Property:

(Please attach additional paper if more space is needed.)

The Successor in Interest and/or Assign hereby certifies to EPA that to the best of its knowledge and belief, it has not caused or contributed to a release or threat of a release of hazardous substances or pollutants or contaminants to, at or from the Site; and that it was not a past "owner or operator" of the Property, as defined in Section 101(20) of CERCLA, 42 U.S.C. §9601(20).

Obligations of Successor in Interest and/or Assign

The undersigned Successor in Interest and/or Assign ("Successor") hereby agrees to the following:

- a. With respect to Existing Contamination, as defined in the Consent Decree, the Successor agrees not to exacerbate any Existing Contamination and to exercise due care at the Property, or the portion of the Property it will lease, own or otherwise have a possessory interest in;
- b. With respect to Existing Contamination, the Successor agrees to comply with all applicable local, state, and federal laws and regulations;
- c. The Successor acknowledges that it is purchasing Property where response actions may be required, and that the implementation of response actions at the Property may interfere with its use of the Property, and may require closure of its operations or a part thereof. With respect to

the implementation of response actions, EPA will use reasonable efforts to avoid or minimize any interference with Successor's use of the Property;

d. The Successor agrees to cooperate fully with EPA in the implementation of response actions at the Site and not to interfere with such response actions;

e. The Successor agrees that in the event the Successor becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property, or the portion of the Property it owns, leases or otherwise has a possessory interest in, that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, it will immediately take all appropriate action as required by law to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release;

f. The Successor agrees to the terms and conditions of the Consent Decree set forth in Paragraphs 26, 29 and 30 of Section IX (Access and Institutional Controls), in Paragraphs 88 and 89 of Section XXI (Covenants not to Sue by Plaintiff), Paragraphs 91, 92 and 93 of Section XXII (Covenants Not to Sue by Settling Defendants), Paragraph 97 of Section XXIII (Effect of Settlement; Contribution Protection), and Sections IV (Definitions) and XXVIII (Retention of Jurisdiction) of the Consent Decree;

g. The Covenants Not to Sue by United States in Paragraph 88 of Section XXI (Covenants not to Sue by Plaintiff) of the Consent Decree do not extend to any person other than a Successor which has executed this Agreement;

h. As provided in Paragraph 88 of Section XXI (Covenants not to Sue by Plaintiff) of the Consent Decree, in the event any representation or certification made and submitted by a Successor as part of this Agreement is materially inaccurate or incomplete, the Covenants Not to Sue by the United States in Paragraph 88 of Section XXI (Covenants not to Sue by Plaintiff) of the Consent Decree shall be null and void with respect to such Successor and the United States reserves all rights it may have against such Successor;

i. No modification shall be made to the terms of this Agreement without the express written consent of both EPA and the undersigned Successor;

j. The obligations imposed upon the undersigned Successor by this Agreement shall terminate at such time as Successor no longer holds any possessory interest in the Property or a portion thereof;

k. As provided by Paragraph 88 of Section XXI (Covenants not to Sue by Plaintiff) of the Consent Decree, the covenant not to sue shall take effect as follows:

a. With respect to a Successor which purchases, leases or otherwise obtains a possessory

interest in all or any portion of the Property from the Settling Defendants, the covenant not to sue shall take effect upon the receipt by EPA of this Agreement setting forth the certifications, representations, and agreements contained herein, which has been fully executed and certified by the Successor or its authorized corporate official or other representative.

b. For subsequent Successors which purchase, lease or otherwise obtain a possessory interest in all or any portion of the Property from a prior Successor, this covenant not to sue shall take effect upon the receipt by EPA of this Agreement setting forth the certifications, representations, and agreements contained herein, which has been fully executed and certified by the Successor or its authorized corporate official or other representative.

1. The covenants not to sue extended to the Successor by Paragraph 88 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree and this Agreement are subject to the Reservations of Right set forth in Paragraph 89 of Section XXI (Covenants Not to Sue by Plaintiff) of the Consent Decree.

Certification

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. By my signature below, I acknowledge that I am fully authorized by the party represented to execute this agreement and to legally bind the Successor to the terms of this Agreement.

Name: _____

Title: _____

Date: _____

G

APPENDIX G

[Proposed Form of Easement and Covenants]

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

1. This Environmental Protection Easement and Declaration of Restrictive Covenants (the "Easement and Covenants") is made this ____ day of _____, 20____, by and between _____, ("Grantor"), having an address of _____, and, _____ ("Grantee"), having an address of _____.

WITNESSETH:

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of _____, State of _____, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, the Property is part of the _____ Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on _____, 19____; and

4. WHEREAS, in a Record of Decision dated _____, 19____ (the "ROD"), the EPA Region ____ Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

and

5. WHEREAS, with the exception of _____, the remedial action has been implemented at the Site; and

6. WHEREAS, the parties hereto have agreed 1) to grant a right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action for so long as such access is required under the Consent Decree to protect human health or welfare or the environment; and 2) to impose on the Property permanent use restrictions as

covenants that will run with the land for so long as such use restrictions are required under the Consent Decree for the purpose of protecting human health or welfare and the environment; and

7. WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

8. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of [the terms of the Consent Decree in the case of ____ v. ____, etc. (the Consent Decree)], does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with special warranties of title, 1) the right to enforce said use restrictions for as long as they are required under the Consent Decree to protect human health or welfare or the environment, and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

9. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to protect public health or welfare or the environment at the Property by the design and implementation of response actions pursuant to the Consent Decree.

10. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

11. Modification of restrictions: The above restrictions may not be modified, or terminated in whole or in part, without the written agreement of the Grantor and at least thirty (30) days written approval of EPA. Any such modification or termination will be executed by the Grantor in recordable form.

12. Environmental Protection Easement: Subject to the terms and conditions set forth in this Easement and Covenants, Grantor hereby grants to the Grantee, for so long as it is required under the Consent Decree to protect human health or welfare or the environment by the design and implementation of response actions pursuant to the Consent Decree, a right of access for as long as they are required under the Consent Decree to protect human health or welfare or the environment at all reasonable times to the Property for purposes of:

- a) Performing and Monitoring the Work;
- b) Verifying any data or information submitted to the United States;
- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;

- e) Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f) Assessing implementation of quality assurance and quality control practices defined in the approved Quality Assurance Project Plans;
- g) Implementing the Work pursuant to the conditions set forth in Paragraph 87 of this Consent Decree (Work Takeover);
- h) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV of the Consent Decree;
- i) Assessing Settling Defendants' compliance with the Consent Decree; and
- j) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree.

13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

14. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

16. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED _____, 20__, RECORDED IN
THE PUBLIC LAND RECORDS ON _____, 20__, IN
BOOK _____, PAGE _____, IN FAVOR OF GRANTEEES,
AND ENFORCEABLE BY GRANTEEES, AND THE UNITED
STATES OF AMERICA AS THIRD PARTY BENEFICIARY
OF SAID RESTRICTIVE COVENANT.**

Within thirty (30) days after the date any such instrument of conveyance is executed, Grantor must provide written notice to Grantee of the conveyance.

17. The Environmental Protection easement granted herein by Grantor to Grantee is subject to the following conditions: [Insert conditions set forth in May 22, 2006 Access Agreement between Liberty and Crater PRP group].

18. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

19. [RESERVED]

20. [RESERVED]

21. Covenants: Grantor hereby covenants to and with the Grantees and their assigns or successors, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on **Exhibit** ___ attached hereto, and that the Grantor will forever warrant and defend against any other party claiming by, through, or under Grantor, the title thereto and the quiet possession thereof.

22. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by overnight delivery or by first class mail, postage prepaid, and, return receipt requested and shall be addressed as follows:

To Grantor:

To Grantee:

23. General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

h) Termination of Rights and Obligations: A party's rights and obligations under this instrument shall terminate upon EPA's written approval that the purposes described in Paragraph 9 of this Easement and Covenants have been satisfied and that this Easement and Covenants is no longer required.

i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

Witness my hand and official seal hereto affixed the day and year written above.

Notary Public in and for the
State of _____

My Commission Expires: _____.

This easement is accepted this ____ day of _____, 20__.

[NAME OF GRANTEE(S)]

By: _____

Attachments:

- Exhibit A - legal description of the Property
- Exhibit B - identification of proposed uses and construction plans, for the Property [OPTIONAL]
- Exhibit C - identification of existing uses of the Property [OPTIONAL]
- Exhibit D - list of permitted title encumbrances
- Exhibit E - Site Diagram